



Comptroller General
of the United States

Washington, D.C. 20548

Decision

Matter of: Iowa-Illinois Cleaning Corporation--
Reconsideration

File: B-260519.2

Date: April 19, 1995

DECISION

Iowa-Illinois Cleaning Corporation requests reconsideration of our March 3, 1995, dismissal of its protest of the award of a contract under solicitation No. GS-04P-94-EWC-0206 by the General Services Administration (GSA) and the refusal of the Small Business Administration (SBA) to issue a certificate of competency (COC).

We dismissed Iowa-Illinois's protest on the basis that the SBA, not our Office, has conclusive authority to review a contracting officer's determination that a small business is not responsible. We limit our review of the denial of a COC to instances where the protester's submission indicates that the SBA action in a referral may have been taken fraudulently or in bad faith, or that the SBA failed to consider vital information bearing on the protester's responsibility--circumstances that we did not find present in this case.

On reconsideration, Iowa-Illinois asserts that its initial allegations concerning the failure of the SBA to conduct a minimally adequate investigation are sufficient to establish the possibility of bad faith or a failure to consider vital information.

Again, we generally will not review a nonresponsibility determination where a small business is concerned since by law SBA, not our Office, has conclusive statutory authority to determine the responsibility of a small business by issuing or refusing to issue a COC. 15 U.S.C. § 637(b)(7) (1988); WesternWorld Servs., Inc., d/b/a The Video Tape Co., B-243808.3, Aug. 12, 1991, 91-2 CPD ¶ 182. The bad faith exception to this rule applies only where the protester

demonstrates the likelihood that SBA officials acted intentionally to injure the protester. Spheres Co., B-225755, June 5, 1987, 87-1 CPD ¶ 573. The fact that SBA's review of the COC referral was less thorough than Iowa-Illinois believes it should have been does not establish the reasonable possibility of bad faith--the extent to which the SBA examines into a potential contractor's responsibility is essentially a matter within the SBA's judgment and discretion.

As for the failure to consider vital information, that exception refers only to situations where the contracting agency failed to provide SBA with vital information bearing on the firm's responsibility. Bullard-Lindsay Contracting Co., Inc., B-252027, May 18, 1993, 93-1 CPD ¶ 392; Joanell Labs., Inc., B-242415.16, Mar. 5, 1993, 93-1 CPD ¶ 207. It does not encompass situations where it is alleged that the SBA itself either did not adequately consider the information before it or improperly did not pursue additional information.

The request for reconsideration is denied.



Ronald Berger
Associate General Counsel